

**REVISED**

**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

**Privacy Act Statement.** Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Chlopak, Leonard, Schechter and Assoc.	Siderca Corporation #4953 dms

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

In consideration for CLS' performance of public relations services, Siderca will pay CLS a fixed monthly fee

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will render public relations services to the foreign principal in connection with anti-dumping petitions in the United States Commerce Dept.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

CLS will advocate and promote the suspension or dismissal of anti-dumping petitions filed with the United States Commerce Dept. CLS may prepare briefing materials and other information pieces for use in this activity.

Date of Exhibit B	Name and Title	Signature
Nov. 17, 1995	Charles G. Leonard Treasurer	

<sup>1</sup>Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**CLS**

CHLOPAK  
LEONARD  
SCHECHTER  
AND  
ASSOCIATES

12 September 1994

Mr. Alfredo Indaco, President  
Siderca Corporation  
4511 Brittmore Road  
Houston, Texas 77041

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Dear Alfredo:

We are looking forward to working with you and other members of the Siderca team in advocating the suspension or dismissal of the anti-dumping petitions now under consideration by the U.S. Commerce Department.

With your approval, this letter will set forth the terms of our 'Agreement'.

1. Beginning September 15, 1994, Siderca Corporation of Houston, Texas (hereafter, "the Client") will retain the professional services of Chlopak, Leonard, Schechter and Associates, Inc. (hereafter, "CLS") as communications counselors. The principal purpose of the agreement shall be for CLS to advocate and promote the suspension or dismissal of anti-dumping petitions filed with the United States Commerce Department, and related activities as defined by the client.

During the period of this agreement, CLS agrees to provide: (1) strategic counseling (2) design and execution of a communications plan (3) development of a grassroots strategy (4) media relations counseling and representation, and (5) the creation and production of promotional, collateral and advertising materials as-needed and as-requested by the client.

2. In consideration for the above described services, the Client agrees to compensate CLS at a fixed fee of \$20,000 per month for the first two months of the project, increasing to a rate of \$25,000 per month for the next four months of the project. The fee shall be due in advance, on the first of each month, and no later than the 15th of each month, except for the month of September 1994, when the fee shall be due at the inception of the agreement. In order to convert to monthly invoices due on the first of each month, the payment schedule will therefore be as follows: September 15, for \$10,000; October 1 for \$20,000; November 1, for \$22,500 (representing 15 days at the \$20,000 rate and 15 days at the \$25,000 rate); December 1 for \$25,000, January 1 for

\$25,000; February 1 for \$25,000 and March 1 for \$25,000. The term of the contract shall be for the period September 15, 1994 through March 31, 1995 provided, however, that the terms and conditions may be extended by mutual consent, and agreed upon fees, for an additional period of time as deemed necessary by the Client

3. This agreement may be terminated without cause by either CLS or the Client upon receiving written notification at least 60 days prior to the intended date of termination, providing all payments which are due through the date of termination under the payment schedule in paragraph 2 have been paid in full, as well as all expenses which have been incurred by CLS through the date of termination under paragraphs 3 and 4.

4. CLS will be entitled to bill all reasonable out-of-pocket expenses for items such as postage, delivery and travel, separately, each month, at cost. Fax service is provided for a fee of \$.75 per page and copy service is provided for a fee of \$.25 per page. Local telephone service is provided at no cost to the Client, and long distance telephone service is provided at-cost plus applicable taxes and Administrative fees.

5. CLS will bill all collateral material production, requested by the client at cost. CLS shall be entitled to receive a 50% deposit, in advance, for all approved collateral material and production expenses.

6. CLS agrees that it will not, without the prior written consent of the Client, disclose or cause to be disclosed any data, strategic counsel or other information obtained in connection with the services performed under this Agreement. All information relating to the Client and its members obtained in connection with the services performed under this Agreement are the sole property of the Client. CLS may not use or convey any such information to any party other than for the purpose of fulfilling the objectives of this agreement without the Client's prior authorization.

7. The Client will indemnify CLS, its partners, principals, agents, and or employees (collectively in this paragraph, "CLS") and hold them harmless from losses, expenses, and any other out-of-pocket costs including legal fees (collectively "Losses") which CLS incurs, or which are incurred by third parties and claimed against CLS, and which result from injury to or death of any person or damage to property (collectively "Damage");

Provided such Damage is caused by the act or omission of the Client or its agents or employees in connection with this Agreement. However, the Client will not be liable to CLS for Losses covered by insurance payments to CLS. And, in the event that acts or omissions of the Client that give rise to CLS' demand for indemnification are only partly responsible for the Losses, the Client will be liable hereunder to CLS only for the proportionate part of the Losses caused by the acts or omissions of the Client.

7a. CLS will indemnify the Client, its principals, agents, and/or employees (collectively, in this paragraph, "the Client") and hold them harmless from losses,

expenses, and any other out-of-pocket costs including legal fees (collectively "Losses") which the Client incurs, or which are incurred by third parties and claimed against the Client, and which result from injury to or death of any person or damage to property (collectively "Damage");

Provided such Damage is caused by the act or omission of the CLS or its agents or employees in connection with this Agreement. However, CLS will not be liable to the Client for Losses covered by insurance payments to the Client. And, in the event that acts or omissions of CLS that give rise to the Client's demand for indemnification are only partly responsible for the Losses, CLS will be liable hereunder to the Client only for the proportionate part of the Losses caused by the acts or omissions of CLS.

8. CLS's relationship to the Client shall be that of an independent contractor. CLS is not an employee or agent of the Client, and has no authority to bind the Client or to represent that it has any such authority, except as otherwise provided herein.

9. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or mailed, first class mail, postage prepaid, return receipt requested, or by any other express delivery technique, including telephone facsimile, calling for receipted delivery, as follows:

(i) If to CLS: Chlopak, Leonard, Schechter and Associates, Inc.  
1400 L Street, N.W.  
Suite 600  
Washington, D.C. 20005  
Attn: Mr. Charles Leonard  
Fax: (202) 289-4141

(ii) If to Client:  
Siderca Corporation  
4511 Brittmore Road  
Houston, Texas 77041  
Attn: Mr. Alfredo Indaco  
Fax: (713) 937-7505

or to such other address as either party shall have specified by notice in writing to the other party. All such notices, requests, demands and communications shall be deemed to have been received on the date of delivery or on the next business day if sent by a nationally recognized overnight courier service.

10. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter contained herein.

11. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

12. This Agreement shall not be assignable by either party without the prior written consent of the other party. Any such assignment shall not release the assignor from its obligations hereunder, and any such assignee shall assume the assignor's obligations hereunder.

13. No waiver by either party of any of the provisions hereof shall be effective against any party unless it is in writing signed by that party.

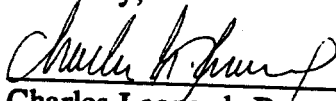
14. This Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia.

15. The terms and conditions of this contract may not be altered, changed or amended except by mutual written agreement of the Client and CLS or as otherwise expressly provided for in this agreement.

Your signature and return to us of an original copy of this letter shall constitute acceptance of the terms set forth and will allow us to begin work immediately on behalf of the Client.


Once again, thank you for this opportunity. We look forward to working with you in the months ahead.

Sincerely,

  
Charles Leonard, Partner and Treasurer  
Chlopak, Leonard, Schechter and  
Associates, Inc.

September 12, 1994  
Date

Accepted:

  
Mr. Alfredo Indaco  
Siderca Corporation

9/14/94.  
Date